



Standard Purchase Order Terms and Conditions

Any and all purchases by TREALITY SVS LLC (“Buyer”) of Goods and Services, as defined hereafter, shall be subject to all the terms and conditions set forth herein (these “Terms”). No other terms and conditions of Seller that may be referred to in any document issued by Seller shall apply and Buyer hereby expressly rejects any such other terms and conditions.

1. DEFINITIONS – ORDER OF PRECEDENCE – ORDER ACCEPTANCE

1.1 As used herein:

“Order” shall mean the purchase order document as well as any attachments (including without limitation these Terms, the specifications, drawings and other documents) and/or amendments thereto issued by Buyer to Seller for the purchase of Goods and/or Services. The Order includes the only binding conditions upon which the Buyer is prepared to contract with the Seller. Forecasts and estimates are indicative only.

“Goods” and/or “Services” shall mean any and all items ordered under the Order and specified therein.

“Price” shall mean the price of the Goods and Services as specified in the Order.

“Seller” shall mean the party to whom the Order is addressed.

- 1.2 In case of conflict between the documents of the Order, Seller shall inform Buyer of such conflict and the order of precedence in resolving such conflict shall be as follows: (a) the Order document, as amended; (b) the attachments to the Order document, as amended; and (c) these Terms and Conditions of Purchase.
- 1.3 Seller’s failure to object or reject Buyer’s Order within eight (8) days as from the date of the Order shall be an unconditional acceptance thereof by Seller. In the event Seller’s order acknowledgement contains exceptions or remarks to the Order, Buyer may cancel the Order without incurring any liability. Buyer may withdraw this Order any time before acceptance.

2. APPLICABILITY

This Order is an offer by Buyer for the purchase of the Goods or Services specified on the face of the Order from Seller. This Order, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to Buyer’s Order, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter hereof. **Seller’s acceptance is expressly limited to the terms of this Order. These Terms prevail over any terms or conditions contained in any other documentation and expressly exclude any of Seller’s general terms and conditions of sale or any other document issued by Seller in connection with this Order.** If this Order has been issued by Buyer in response to an offer, the terms of which are additional to or different from any of the provisions hereof, then the issuance of this Order by Buyer is subject to the express condition that Seller assent that this Order constitutes the entire agreement between Buyer and Seller with respect to the subject matter hereof and thereof. These Terms apply to any repaired or replacement Goods provided by Seller hereunder.

3. SPECIFICATIONS, DRAWINGS, TECHNICAL DOCUMENTATION AND OTHER ITEMS

The specifications, drawings, technical documentation and other documents as well as any models, molds, dies, tooling, creative work or process and other items supplied or paid for by Buyer under the Order shall be disclosed to the Buyer and the exclusive property of Buyer, will be held by the Seller in confidence and safe custody at Seller’s own risk and maintained in good condition, and may be used by Seller solely in connection with the manufacture and provision of the Goods and Services. Buyer’s approval of such specifications, drawings, technical documentation and other items shall not relieve Seller of any of Seller’s obligations and responsibilities under the Order.

4. CHANGES

Without invalidating the Order, Buyer may at any time request Seller to change the Goods and Services, the scope of supply, the specifications, drawings, technical documentation and other documents as well as any models, molds, dies, tooling and other items, to issue additional instructions, to perform additional work or to omit certain Goods and Services or a part thereof and Seller shall promptly comply with any such request. If any change increases or decreases the Price or delivery time, the Price shall be adjusted accordingly and a reasonable adjustment shall be made to the delivery time, provided that Buyer may instruct Seller to proceed with this change without any delay and the matter on adjustment will be dealt with amicably or in accordance with Section 25. Any changes by Seller to Goods and Services or to process thereof, changes of key suppliers or manufacturing facility location, need to be notified to Buyer and accepted in writing by Buyer prior to the implementation of such change. Any claim by Seller for adjustment hereunder must be asserted within 20 days from Seller’s receipt of the change notice, but such period may be extended upon Buyer’s written approval. However, nothing in this clause will excuse Seller from proceeding with this Order as changed or modified.



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5. COUNTERFEIT WORK

- 5.1 For purposes of this clause, “Work” consists of those parts delivered under the Order that are the lowest level of separately identifiable items. “Counterfeit Work” means: (i) Work that is or contains items misrepresented as having been designed and/or produced under an approved system or other acceptable method; (ii) Work that has reached a design life limit; (iii) Work that has been damaged beyond possible repair, but is altered and misrepresented as acceptable; or (iv) previously used parts pulled or reclaimed as “new”. Seller shall ensure that Counterfeit Work is not delivered to Buyer. Seller shall only purchase Goods to be delivered and incorporated as Work to Buyer directly from the Original Component Manufacturer (OCM) / Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distribution chain.
- 5.2 In the event that Work delivered under the Order constitutes or includes Counterfeit Work, such Counterfeit Work shall be impounded and Seller shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of the Order. Notwithstanding any other provision in the Order, Seller shall be liable for all costs relating to the impoundment, removal and replacement of Counterfeit Work, including without limitation Buyer’s costs of removing Counterfeit Work, of reinserting replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. Buyer may turn such Counterfeit Work over to US Governmental authorities (Office of Inspector General, Defense Criminal Investigative Service, Federal Bureau of investigation, other any other applicable authority) for investigation and reserves the right to withhold payment for the Counterfeit Work pending the results of the investigation.
- 5.3 The Seller shall maintain a method of item traceability that ensures tracking of the supply chain back to the manufacturer of all Electrical, Electronic, and Electromechanical parts included in assemblies and subassemblies being delivered under this Order. This traceability method shall clearly identify the name and location of all of the supply chain intermediaries from the manufacturer to the direct source of the product for the Seller, and shall include the manufacturer's batch identification for the item(s) such as date codes, lot codes, serializations, or other batch identifications.

6. ASSIGNMENT; SUBCONTRACTING

Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Order without Buyer’s prior written consent. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve Seller of any of its obligations hereunder. Buyer may at any time assign, transfer or subcontract any or all of its rights or obligations under this Order without Seller’s prior written consent. Any subcontracting or sub-supply by Seller shall be subject to Buyer’s prior written consent. In the event of any unauthorized subcontracting or sub-supply by Seller, Buyer shall not be obligated to receive the Goods and Services so supplied and pay the Price thereof. Buyer’s consent shall not relieve Seller from any responsibility for the Goods and Services supplied by a subcontractor or supplier of Seller. Seller shall at all times be responsible for the direction and control of its subcontractors and suppliers and shall cause them to comply with Buyer’s requirements, internal policies and procedures at any time.

7. INSPECTION AND TESTING

- 7.1 At Buyer’s option, the inspection and/or testing of the Goods and Services shall be performed at Buyer’s facilities and/or Seller’s facilities by Buyer, Buyer’s customer or representative and regulatory bodies – such includes as well the applicable areas of facilities, supply chain and records related to the Goods and Services. In the latter case, Buyer may witness such inspection and/or testing at Buyer’s cost. Promptly after the completion of the inspection and testing, Seller shall deliver to Buyer a written report thereof. All costs related to inspection and/or testing and the written report shall be deemed included in the Price.
- 7.2 During normal working hours or at such other times as mutually agreed upon, Buyer or its nominee shall be granted access to Seller’s premises and/or the premises of Seller’s subcontractors and suppliers, where Goods are located and/or Services are being performed, to monitor the progress of any and all work relating to the Goods and Services and/or to inspect and/or to test the Goods and Services at any and all stages of the production and/or performance process and/or to review compliance with legal requirements, all licenses and permits, certificates, attestation and other documents, specified in the Order or in the absence thereof as generally required for the type of Goods and Services. Seller, at its expense, shall make available to Buyer or its nominee all tools, instruments, facilities, services and labor for conducting such inspection and/or tests.
- 7.3 Any inspection and/or testing of the Goods and Services, the work related thereto, and/or any models, molds, dies, tooling and other items related thereto and/or the inspection of licenses and permits, certificates, attestation, drawings, technical documentation and any other documents, related to the Goods and Services shall not constitute nor be deemed to constitute final acceptance in part or in whole of the Goods and Services or any part thereof, nor shall it relieve Seller from any of Seller’s responsibilities under the Order.

8. PACKING AND MARKING

Seller shall, in accordance with the requirements of Buyer, adequately protect, pack and mark the Goods for transportation to their final destination and/or for prolonged storage and, in the absence thereof, at least in conditions consistent with generally accepted practice



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for the type of Goods in question to ensure that the Goods are delivered in undamaged condition and in accordance with mandatory legislation. Each package shall be numbered and labeled with Buyer's Order number, article number and any other marks specified in the Order. An itemized list of the contents shall be attached in a waterproof covering on the outside of each package. All costs for such protection, packing and marking shall be deemed included in the Price.

9. ACCEPTANCE - DELIVERY TIME AND TERMS – CERTIFICATES

- 9.1 All Goods shall be delivered to the address specified in this Order (the “**Delivery Location**”) or as otherwise instructed by Buyer.
- 9.2 Buyer may inspect all or a sample of the Goods on or after the Delivery Date (as defined below). Buyer, at its sole option, may reject all or any portion of the Goods if it determines they are nonconforming or defective. If Buyer rejects any portion of the Goods, Buyer may, upon written notice to Seller: (a) rescind this Order in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement thereof. If Buyer requires replacement of the Goods, Seller shall, at its expense, promptly replace the nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for return of the defective Goods and delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, Buyer may replace them with goods from a third party and charge Seller the cost thereof and terminate this Order for default. Any inspection or other action by Buyer hereunder will not reduce or otherwise affect Seller’s obligations under this Order. Buyer may conduct further inspections after Seller has carried out its remedial actions.
- 9.3 Any acceptance of the Goods and Services shall be subject to the successful completion of the acceptance procedures and tests specified in the Order. Acceptance of the Goods and Services shall not relieve Seller from any of its responsibilities under the Order, including without limitation Seller’s responsibility to meet the Warranties set forth in Section 12.
- 9.4 Buyer has the right to reject the Goods and Services or any part thereof if not accompanied by the documentation specified in the Order and/or the documentation customary for the type of Goods and Services in question.
- 9.5 Seller shall deliver the Goods in the ordered quantities or perform the Services, each on the date(s) specified in this Order or as otherwise agreed in writing by the parties (the “**Delivery Date**”). Timely delivery of the Goods or Services is of the essence. If Seller fails to deliver the Goods or perform the Services in full on the Delivery Date, Buyer may terminate this Order immediately by written notice to Seller and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses attributable to Seller’s failure to deliver the Goods or perform the Services on the Delivery Date. Alternatively, if Seller fails to meet the Delivery Date, Buyer, without limiting its other rights or remedies, may direct expedited routing; any excess costs incurred thereby shall be debited to Seller’s account. Buyer may return any Goods delivered prior to the Delivery Date at Seller’s expense and Seller shall redeliver such Goods on the Delivery Date. As soon as Seller is or becomes aware of any circumstances or events which may reasonably be anticipated to cause a delay beyond the Delivery Date, Seller shall promptly advise Buyer thereof in writing. If Seller is unable to meet the Delivery Date, Seller shall pay or Buyer may, without notice, deduct from any invoice the amount of three percent (3%) of the amount of the Order for each seven (7) calendar days of delay after the Delivery Date, up to a maximum of fifteen percent (15%) of the amount of the Order. The deduction by Buyer of the amount specified in this paragraph shall not relieve Seller of any responsibility for delivering to Buyer the Goods and Services ordered.
- 9.6 Seller undertakes that unless Seller gives notice as indicated below, Seller shall make Goods of the same type as those described in the Order as well as spare parts for the repair or part replacement of such Goods throughout the period of normal duration of life of the Goods and at a fair and reasonable price. Seller shall give Buyer no less than one (1) year prior written notice in the event of the discontinuance of the production of the Goods and/or the availability of the Services or any major part thereof and shall give Buyer a last time opportunity to purchase Goods and/or Services in such quantity as Buyer may request at terms and conditions which are no less favorable than those contained in the Order for the Goods or Services in question.
- 9.7 In the event Seller fails or is unable to deliver the Goods and/or Services in accordance with the terms of the Order, and Buyer is compelled to purchase the Goods and/or Services and/or “form, fit, function, performance” equivalents from an alternative source at a cost to Buyer exceeding the Price for such Goods and Services, Buyer may charge and Seller shall pay the incremental cost incurred by Buyer in obtaining such Goods and Services from such alternative source during a period of one (1) year.
- 9.8 Seller shall supply certificates of origin of materials, components and/or of the Goods as specified in the Order or as required by laws and regulations. In addition, Seller shall supply a certificate of conformity (COC) with the specifications and/or reference samples and models at first request of the Buyer. All costs for such certificates shall be deemed included in the Price, unless otherwise agreed in writing. Title passes to Buyer upon delivery of the Goods to the Delivery Location. Seller bears all risk of loss or damage to the Goods until delivery of the Goods to the Delivery Location.

10. PRICE - TERMS OF PAYMENT – TAXES AND DUTIES

- 10.1 The Price is valid for delivery of the Goods and Services DAP Destination (Incoterms 2020) - unless specified differently. Seller will be liable for all taxes and/or duties levied until the delivery of the Goods and Services to Buyer in accordance with the agreed Incoterm.
- 10.2 Except as otherwise provided for under these Terms or under the Order, the Price is firm and not subject to any upward adjustment of any kind.

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- 10.3 Seller will invoice the Price in USD after delivery of the Goods and Services.
- 10.4 Seller's invoice(s) for any Goods and/or Services meeting the requirements of the Order, will be paid by Buyer within sixty (60) days of receipt. Invoices shall be rendered in duplicate on a shipment per shipment basis and be based on the quantities actually delivered and the Prices. In addition to the legally required data, each invoice shall contain (i) the correct Order number, (ii) the correct corporate name, form address, VAT number of Buyer and Seller, all as specified in the Order, (iii) name and address of Seller's Bank together with Seller's bank account number, SWIFT and IBAN code. Any invoice failing to meet any of the above conditions shall remain unpaid without bearing any interest and a copy thereof shall be returned to Seller for correction.
- 11. MOST FAVORED CUSTOMER**
- Seller warrants that the Price for the Goods or Services is the lowest price charged by Seller to any of its customers for similar volumes of similar goods or services. If Seller charges any other customer a lower price, Seller must apply that price to all Goods or Services under this Order. If Seller fails to meet the lower price, Buyer, at its option, may terminate this Order for default.
- 12. WARRANTY**
- 12.1 Seller hereby warrants that: (i) the Goods and Services shall be new and conform to the specifications, drawings and provisions of the technical documentation, reference sample and models attached to or referred to in the Order; (ii) the Goods and Services, all components and any part thereof shall be free from defects in design, material and workmanship; (iii) the operation of the Goods and Services shall be uninterrupted and/or error-free; (iv) the Goods and Services shall conform in all respects to the applicable laws and regulations on the moment of delivery of the Goods; and (v) Seller's organization providing Goods, Services and processes related to the design, development, manufacturing, delivery and shipment of the Goods is ISO9001 certified or certified by another quality system as approved by Buyer (the "Warranties"). In the event Seller intends to ship Goods which are or may have the risk of non-conformity with the Warranties, Seller shall promptly inform Buyer thereof in writing and shall obtain Buyer's prior written approval for shipment and delivery of such Goods to Buyer by using Buyer's Request for Deviation Approval Form and concession number for labeling of the concerned Goods. Moreover, at all times, Seller shall make available records related to the Goods and Services at first request of Buyer.
- 12.2 If the Goods and Services, or any part thereof, fail to meet any or all of the Warranties at any time during the Warranty Period, as defined hereinafter, then, upon Buyer's request, Seller shall, at its sole expense including transport and labor costs, within such a time and in such a manner as to minimize production interruption and/or losses, either (i) repair, correct or replace said Goods and Services, component or part to cause it to meet the foregoing Warranties; or (ii) deliver and install new Goods and Services or a new component(s) or part(s) conforming to the Warranties and the provisions of the Order. As used herein the "Warranty Period" shall mean two (2) years starting from the date of the acceptance of the Goods and Services as referred to in Section 9. The Warranties shall apply for the full Warranty Period for any replaced Goods or Services and shall apply for the remainder of the Warranty Period for every repaired or corrected Goods and Services, component and part thereof, plus the period required by Seller to repair, correct or replace and to put it back into operation, with a minimum remaining Warranty Period of one hundred eighty (180) days, whichever is the longest.
- 12.3 At any point in time Buyer may request Seller to conduct at its sole cost, a failure analysis on defective Goods in view of establishing the root cause of such defect. The report of the Seller shall describe in detail the root cause and the corrective actions to remedy such defects including time schedule. In the event of an epidemic failure, all Goods in question will be presumed defective and Buyer shall recall all such Goods. At Buyer's option, Seller shall at its sole expense, repair, correct or replace the Goods in question making sure the Goods and Services shall (i) meet the form, fit, function and composition of the Goods and (ii) conform to the Warranties and the provisions of the Order.
- 12.4 In the event the Goods and Services fail to meet the Warranties and Seller, after Buyer's request, fails to promptly perform appropriate remedial action as provided in Sections 12.2 and 12.3. above, or if the defective Goods and Services require urgent remedial action, Buyer may in addition to its claim for damages, at its sole discretion, after notifying Seller of its intent to do so, perform or cause to be performed at Seller's risk and expense, any remedial action Buyer sees fit including without limitation to (i) cancellation of the Order, (ii) rejection and return of the Goods and Services with refund of the Price paid, (iii) refusal to accept any further deliveries of Goods and Services, and (iv) carrying out any work necessary to cause the Goods and Services to comply with the Order. Seller shall pay within thirty (30) days after receipt of Buyer's invoice all reasonable costs whatsoever incurred by Buyer as a result of or in connection with any such remedial action.
- 12.5 All spare parts that are obsolete as a result of a breach of the Warranties shall be replaced with conforming spare parts at Seller's cost. At Buyer's option, Seller shall either take back at its sole cost all spare parts that are obsolete as a result of a breach of the Warranties or refund to Buyer the cost of disposal of such obsolete spare parts and any costs and expenses incurred by Buyer in connection therewith.
- 12.6 In the event in any calendar quarter arising during the period of supply under the Order, the quantity of non-conforming Goods equals or exceeds two percent (2%) of the total quantity of Goods delivered in such quarter, Buyer may charge to Seller and Seller shall pay



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to Buyer an amount per unit not exceeding ten percent (10%) of the Price of the Good without prejudice to any other right.

13. INDEMNITY

Seller shall defend, indemnify and hold harmless Buyer and Buyer's parent company and their subsidiaries, affiliates, successors or assigns and their respective directors, officers and employees and Buyer's customers (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any rights hereunder and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or occurring in connection with the Goods purchased or Services received from Seller or Seller's negligence, willful misconduct or breach of these Terms. Seller shall not enter into any settlement without Buyer's or Indemnitee's prior written consent.

14. APPROVALS, LICENSES and COMPLIANCE

- 14.1 Seller warrants that it is in compliance with and shall comply with all applicable laws, regulations and ordinances, including but not limited to, all laws prohibiting engagement in corrupt practices, such as the U.S. Foreign Corrupt Practice Act and the U.K. Bribery Act (2010). Seller has, and shall maintain in effect, all licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Order.
- 14.2 Seller shall comply with all export control and sanctions laws, regulations, and orders applicable at the time of export, re-export, transfer, disclosure or provision of goods, software, technology or services including, without limitation, the (i) Export Administration Regulations (EAR); (ii) International Traffic in Arms Regulations (ITAR); (iii) Foreign Assets Control Regulations and associated Executive Orders; and (iv) laws and regulations of other countries (collectively, "Export Control Laws"). Unless this Order is for goods to be supplied on a "build to print" basis by Seller, Seller shall provide Buyer with (i) the applicable Harmonized Tariff Schedule Number, and (ii) either (a) the United States Munitions List (USML) category of such goods, software, technology or services that are controlled by the ITAR, or (b) the Export Control Classification Number (ECCN) of such goods, software or technology that are controlled by the EAR and (iii) any analogous classification under any other applicable law. If any goods to be provided under this Order are USML items, Seller represents that it maintains registration with the Directorate of Defense Trade Controls. Seller shall not export, re-export, transfer, disclose or otherwise provide Buyer's technical data controlled by Export Control Laws ("Technical Data") to any foreign persons or entities, or modify or divert such Technical Data to any military application without Buyer's advance, written authorization. Any subcontracts between foreign persons in the approved country for manufacture of goods or provision of services shall contain all the limitations of this Section. Upon Buyer's request, Seller shall demonstrate to Buyer's reasonable satisfaction Seller's subcontractors' compliance with this Section and all Export Control Laws. Upon completion of its performance under this Order, Seller and its subcontractors shall destroy or return to Buyer all Technical Data.
- 14.3 Seller shall at all times comply with product safety laws and regulations including without limitation the legislation related to the restrictions on the marketing and use of certain dangerous substances and preparations. Seller shall provide to Buyer up to date information about the health, safety and environmental hazards of the Goods and Services and the safe use, handling and disposal of the Goods and Services, components or any part thereof. Prior to the first delivery of the Goods and Services, this information and, subsequently, any update thereof shall be supplied to each specific "ship- to" Buyer location.
- 14.4 Seller shall at all times keep, maintain, operate and use Seller's site, factory, facilities, equipment, tools and Goods supplied under this Order in accordance with all applicable national, federal, regional or local laws and regulations, including without limitation those related to health & safety, environment, permits and licenses as well as the permits and licenses themselves.
- 14.5 If Electrostatic Discharge ("ESD") sensitive devices are supplied to Buyer, the Seller must have an active ESD program and use proper ESD handling and packaging procedures. Applicable components include circuit boards, electronic assemblies with exposed components or connectors, semi-conductors and any other devices that may require ESD protection. Seller must maintain records of the testing done and training provided.

15. FORCE MAJEURE

Neither party shall be liable to the other for any delay or failure in performing its obligations under this Order to the extent such delay or failure is caused by an event or circumstance that is beyond that party's reasonable control, without such party's fault or negligence, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable (a "Force Majeure Event"). Force Majeure Events include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemic, war, invasion, hostilities, terrorist acts, riots, strikes, embargoes or industrial disturbances. Seller's economic hardship, labor difficulties or changes in market conditions are not considered Force Majeure Events. Seller shall use all diligent efforts to immediately notify Buyer in writing of any actual or potential Force Majeure Event, end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under this Order. If a Force Majeure Event prevents Seller from carrying out its obligations under this Order for a continuous period of more than ten business days, Buyer may terminate this Order immediately by written notice.



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16. **SECRECY – DATA PROTECTION**

Except as otherwise agreed to in writing by Buyer, Seller shall keep confidential and use any and all information, know-how and data, whether technical or non-technical, which is in any way heretofore or hereafter disclosed to Seller by or on behalf of Buyer or otherwise obtained by Seller in the course of, as a result of, or in connection with the Order, whether or not specifically marked confidential, only for the purpose of performing Seller's obligations under the Order. Seller shall prevent unauthorized disclosure to and unauthorized use by others of Buyer's information, except to Seller's employees and subcontractors on a need to know basis to properly execute the Order and who are first obligated in writing at least to the same extent as Seller is obligated hereunder. Except as otherwise agreed to in writing by Buyer, Buyer shall not be obligated to keep any information of Seller confidential or be restricted in the use thereof. Seller warrants compliance with laws and regulations on data protection by using policies and procedures setting out the principles and legal conditions that must be satisfied in relation to obtaining, handling, processing, transportation and storage of personal data, including customer, supplier and employee data, in the course of the operation and administration of Seller's business.

17. **INTELLECTUAL PROPERTY INDEMNIFICATION**

Seller shall hold harmless and indemnify Indemnitees from and against any and all Losses arising from infringement, alleged infringement or misappropriation of any patent, trademark, copyright, trade secret or other intellectual property right of a third party by the Goods and Services, a component or any part thereof and/or arising from the use by Buyer or Buyer's customer of the Goods and Services. Seller shall defend and settle at Seller's sole expense any claim, action, suit or proceeding brought against Buyer, provided that Seller is notified promptly in writing of the commencement of such suit or proceeding and provided further that Buyer shall not settle or compromise any such suit or proceeding without the prior written consent of Seller. The provisions of this Section 17, however, shall not apply to infringement caused by specifications furnished by Buyer. In case of infringement or alleged infringement, Buyer may at its sole discretion and at the sole cost of the Seller request the Seller to (i) modify the Goods and Services in such a way that such Goods and Services shall not infringe upon or misappropriate the rights of the third party, (ii) obtain for Buyer a license or other right to use the Goods and Services, or (iii) replace the Goods and Services in question with non-infringing or not allegedly infringing Goods and Services.

18. **CHILD LABOR AND FORCED LABOR**

Seller warrants that Seller does not directly or indirectly employ children, prison labor, indentured labor, bonded labor or use corporal punishment or other forms of mental and physical coercion as a form of discipline and acts in compliance with the International Labor Organization (ILO) Convention. Seller warrants that all employment relationships are of a voluntary nature without any discrimination and at working conditions reflecting the applicable national and local legal requirements.

19. **CONFLICT MINERALS**

Buyer is committed to sourcing minerals from conflict-affected and high-risk areas in accordance with Buyer's corporate policies, legal obligations and existing international standards, and Seller agrees to provide Buyer with supply chain data as and when Buyer reasonably requests to enable Buyer and its customers to fulfill their legal obligations under the Dodd-Frank Wall Street Reform and Consumer Protection Act. Specifically, on an on-going basis, Buyer will request data from Seller concerning the so-called "conflict minerals" used in Seller's products, the origin of such minerals in Seller's supply chains, and whether trade in these minerals may support conflict in the Democratic Republic of the Congo (DRC) and its adjoining countries. Buyer expects Seller to pass these data requests up Seller's supply chain in order to determine the source of such minerals. Buyer may be required, and may require Seller, to perform due diligence on the chain of custody of conflict minerals in the supply chain. In addition, Seller may be required to make certifications to Buyer with respect to the use of conflict minerals. Buyer will evaluate and may terminate the ongoing business relationship with Seller if Seller's supply chain is determined to include the purchase of minerals that support conflict in this region, or if Seller fails to timely provide relevant data or certifications upon Buyer's requests.

20. **INSURANCE**

Seller shall maintain Commercial General Liability insurance, including public, product, premises and completed operations, contractual and vendors liability, with limits of not less than \$2,000,000 per occurrence and in the aggregate. Such insurance must: (i) be maintained with an insurance carrier reasonably acceptable to Buyer; (ii) be written in a form reasonably acceptable to Buyer; (iii) be primary and noncontributory with respect to any insurance carried by or on behalf of Buyer; (iv) contain a waiver of subrogation in favor of Buyer; and (v) include Buyer as an additional insured. On Buyer's request, Seller shall provide Buyer with certificates of insurance evidencing the coverage required hereunder. Seller must notify Buyer at least 30 days in advance of any material change, cancellation or nonrenewal of any such policy, except that ten days' notice is required in the event of cancellation for non-payment of premium.



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21. TERMINATION FOR DEFAULT

- 21.1 In the event that (i) a petition in bankruptcy is filed by or against Seller, (ii) Seller is declared bankrupt, (iii) Seller becomes insolvent or Seller's credit becomes impaired in the reasonable opinion of Buyer, or (iv) proceedings are initiated by or against Seller seeking appointment of a receiver, reorganization, liquidation, dissolution, debt rearrangement or any other similar relief, Seller shall promptly after the occurrence of any such event notify Buyer thereof and Buyer, at Buyer's discretion, may either request the performance of the Order or terminate the Order. In the latter case, the Order shall automatically and without summons or notice period be terminated with immediate effect as a result of Buyer having expressed Buyer's will to do so by registered letter.
- 21.2 If Seller fails to perform or fulfill at the time and/or in the manner provided in the Order, any obligation or condition required to be performed or fulfilled by Seller under the Order and if Seller fails to remedy any such failure within fifteen (15) days after written notice thereof from Buyer, Buyer may cancel the Order in question or any part thereof by giving written notice of termination to Seller within any reasonable period thereafter.
- 21.3 Upon termination of the Order in accordance with the above provisions and notwithstanding any dispute between Buyer and Seller with regard to Seller's default, Seller shall at no cost to Buyer:
- i. immediately discontinue all work relating to the Order or to the part thereof terminated, and shall at Buyer's option either cancel or assign to Buyer all outstanding orders for materials and/or work;
 - ii. promptly deliver to Buyer all specifications, drawings, technical documentation, models, molds, dies, tooling and the licenses and permits, certificates, attests and other documents related to the Goods and Services;
 - iii. disclose and make available to Buyer all of Seller's improvements to the Goods and Services and the specifications, drawings, technical documentation, models, molds, dies, tooling related thereto (the "Improvements");
 - iv. promptly deliver to Buyer any equipment, material, specifications, drawings, technical documentation, models, molds, dies, tooling, which were supplied or paid for by Buyer and are in Seller's or Seller's subcontractors' possession;
 - v. promptly deliver to Buyer the inventories of finished and work-in-process Goods located at Seller's or Seller's subcontractor's premises;
 - vi. grant Buyer the unlimited, worldwide, royalty-free and non-exclusive right to use and practice Seller's specifications, drawings, technical documentation, models, molds, dies, tooling and the licenses and permits, certificates, attests and other documents related to the Goods and Services and the Improvements to complete the work-in-process Goods and to produce Buyer's requirements of the Goods; and
 - vii. refund to Buyer any and all advance payments made by Buyer provided such payment is not covered by supplies of Goods and Services prior to termination.
- 21.4 Upon the termination or expiration of an Order in accordance with the terms thereof, Seller shall not be entitled to any indemnification, compensation or other payment solely by reason of or in connection with such expiration or termination and Seller expressly waives all rights and remedies in such respect either in law or in equity. Seller shall furthermore indemnify Buyer against all claims, liabilities, losses, damages and expenses of every character whatsoever incurred by Buyer as a result of Seller's default.

22. REMEDIES

The rights and remedies of Buyer (including indemnifications payable by Seller) specified herein and/or in the Order are in addition to and shall not be exclusive of or prejudicial to any other rights or remedies of Buyer at law or in equity. No failure or delay on the part of Buyer to exercise any such right or remedy shall operate as a waiver thereof or shall be deemed a waiver of any subsequent breach or default of Seller.

23. AMENDMENTS; WAIVERS

Any amendment to the Order and/or waiver of any right or remedy herein provided, shall be effective for any purposes only when made in writing and signed by duly authorized representatives of both parties.

24. GOVERNING LAW – DISPUTE RESOLUTION

The Order shall be governed by and construed in accordance with the laws of the State of Ohio without recourse to its conflict of law principles. All disputes arising out of or in connection with the Order shall be settled by a competent court located in the State of Ohio without prejudice to the enforcement of any judgment or order thereof in any other jurisdiction, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. The provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods, (the "Vienna Convention") shall not apply.

25. RELATIONSHIP OF THE PARTIES.

The relationship between the parties is that of independent contractors. Nothing contained in this Order shall be construed as creating



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any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from this Order.

26. NO THIRD PARTY BENEFICIARIES.

This Order is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

27. NOTICES.

All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of this Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), electronic mail (with confirmation of transmission) or certified mail (return receipt requested, postage prepaid). Except as otherwise provided in this Order, a Notice is effective only upon receipt of the receiving party and if the party giving the Notice has complied with the requirements of this Section.

28. SEVERABILITY.

If any term or provision of this Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Order or invalidate or render unenforceable such term or provision in any other jurisdiction.

29. SURVIVAL.

Provisions of this Order, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Order including, but not limited to, the following provisions: Warranties, Indemnity, Intellectual Property Indemnification, Insurance, Compliance with Laws, Secrecy – Data Protection, Governing Law – Dispute Resolution and Survival.

30. EQUAL EMPLOYMENT OPPORTUNITY

Unless exempt by the provisions of Executive Order 11246 of September 24, 1965, Seller shall comply with paragraphs (1) through (7) of Section 202 of Executive Order 11246 dealing with equal employment opportunity, which are incorporated by reference herein. Buyer is an equal opportunity employer. Hereby incorporated by reference as part of these Terms and Conditions of Purchase are the applicable provisions of Executive Order 11246 (covering race, religion, sex and national origin); the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended; the Rehabilitation Act of 1973, as amended Executive Order 11246 and 15 USC 637 (a) (pertaining to minority business enterprises and small business concerns) and Executive Order 12138 (pertaining to women's business enterprises); and regulations issued pursuant to each. Pursuant to Executive Order 11246, and particularly 41 CFR 60-1 and 2, and by acceptance of these Terms and Conditions of Purchase, the Seller certifies that Seller does not and will not maintain any facilities in a segregated manner, or permit Seller's employees to perform services where segregated facilities are maintained. Further, the Seller agrees that it will obtain a similar commitment from Seller's covered suppliers or subcontractors prior to the award of any nonexempt contract.